after a permit to remove is issued. Removal without such permit will be an offence to be dealt with according to law.

(*b*) That the purchaser shall not cut bamboos outside the limits of the block to which the lease refers and not exploit immature clumps less than three years old.

(*c*) That the lessee will be personally responsible for the acts of his agents, servants or coolies employed in the cutting, collection and removal of bamboos and for preventing the cutting of clumps under two years, by himself, his agents, servants or coolies.

(*d*) That he shall not sublet the contract to anybody or appoint any agent to work for him except with the written sanction of the District Forest Officer.

(*e*) That he shall have no right what-so-ever over the block and over the bamboos paid for but left unremoved in any of the blocks after 31st December 1940.

(*f*) That he shall accept the minimum quantity fixed in the notification as available in the block concerned and shall have no claim on the Department for any deficit that may be found. If he removes any quantity above the minimum fixed within the lease period, he shall pay for the excess quantity at auction sale rates together with cesses thereon.

(*g* That he shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting station.

(*h*) That he shall abide by the rules of the Department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*i*) That he or his men shall not enter the forest after sunset and before sunrise.

(*j*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of bamboos removed and shall keep it open for the examination of Forest Officers above the grade of guards.

(*k*) That he understands that the sale does not prohibit the issue of retail license at the seigniorage rates or the exercise by the viliagers of their rights in the Forests.

(*l*) That he understands that the sale does not prevent the Department from extracting bamboos that may be required for supply to the Mysore Paper Mills, Ltd.

(*m*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter, may, after issuing to the contractor a notice of cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it Departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is forfeited, it shall be immediately made good by the contractor.

(*n*) Interest at 6¼ per cent will be recovered on all overdue payments.

P. KRISHNASWAMI RAO,
District Forest Officer.

ENGINEERING DEPARTMENT.

KOLAR DIVISION.

Tender Notice dated 13th November 1938.

Sealed tenders will be received at the Office of the Executive Engineer, Kolar Division, up to 12 NOON on 12th December 1938, for constructing Town Hall Building at Malur, Kolar District.

2. Tenders in the prescribed form obtainable from the Office of the Executive Engineer, Kolar Division, should be addressed to the Executive Engineer, Kolar Division, in a sealed cover and superscribed as "Tender for Malur Town Hall." The name of the tenderer should also be superscribed on the top of the cover.

3. Each tender must be accompanied by treasury challan for an earnest money of Rs. 515 paid to the treasury to the credit of "17 (a) Public Works Deposits" against the account of the Executive Engineer, Kolar Division. The earnest money of the successful tenderer will be retained as security for the due fulfilment of the contract. Such a deposit in cash will not carry any interest.

4. The tenders will be opened in the presence of such tenderers who wish to be present on 12th December 1938 at Kolar. The final acceptance of the tender will rest with the..... Engineer, who does not bind himself to accept the lowest or any tender, or to assign any reason whatever for the rejection of any.

5. The name of the successful tenderer will be posted on the Notice Board in the Executive Engineer's Office in due course. Within eight days of the acceptance of the tender, the successful tenderer will be required to execute an agreement in the departmental Schedule Contract form, for the due fulfilment of the contract, and for the execution of all items of work in accordance with the Bombay Specifications (1931), and also furnish a security deposit of Rs. 1,030.

6. Failure to comply with the condition 5 above, or to agree to carry out the work in accordance with the specifications and agreements in force will entail forfeiture of the earnest money

7. The earnest money of rejected tenders will be returned on submission of the receipt originally granted, along with an application to the Executive Engineer.

8. Copies of contract documents, schedules and drawings may be seen at any time at the Executive Engineer's Office, Kolar, on all working days between 11 A.M. and 5 P.M. and may be obtained from that officer on payment of Rs. .....

9. Specific rates should be given for each item in the schedule accompanying the tender and the rates should be in rupees, annas and pies and expressed in words and figures. Tenders offering a percentage reduction on the estimate amount will be rejected.

10. Any rates or lumpsum amounts for the items not called for, if tendered by the tenderer, will not be taken notice of. The rates for such items may be entered in a separate schedule with date and reasons for the same.

11. No alterations which are made by the tenderers in the tender form in the nomenclature of the items of work will be recognised and if corrections are made, the tenders are liable to rejection.

12. There should be no alterations or erasures in the tenders in the rates of items and any corrections made in the rates should be attested to, and the number of corrections, if any, in each page noted at the foot of the same by the tenderer.

13. No reference should be made to the Public Works Department schedule of rates.

14. In the event of the tender being submitted by a firm, it must be signed separately and severally by each member thereof, or in the event of absence of any partner, it must be signed on his behalf by a person holding power-of-attorney authorising him to do so.

15. When once the rates tendered have been accepted, they will not be revised under any circumstances. In regard to items of work not tendered, the rates for the same will be calculated by the Executive Engineer on the basis of current rates for materials and labour with a contractor's profit of 5 per cent as may be approved by the Superintending Engineer. This shall be final and legally binding on the tenderer.

16. The quantities given in the schedule are only approximate and the drawings shown to the contractor are only tentative and are liable to alterations, omissions, deductions, or additions at the discretion of the Executive Engineer or his representative. The tendered rates will hold good for any quantity, whether higher or lower than those given in the enclosed schedule.

17. The works should be completed and handed over in a tidy condition to the Public Works Department by the end of June 1939, failing which the Executive Engineer may, at his discretion, levy a penalty of Rs. 5 per day, which will ordinarily be calculated at 12 per cent per annum on the total outlay as liquidated damages for non-fulfilment of contract, and will be recovered from the contractor's outstandings for the period exceeded by him beyond the time fixed and until the work is completed and handed over.

18. In all matters of disputes of any kind not specially provided for in the agreement or of rates, penalties, measurements, quality of work, etc., the decision of the Chief or the Superintending Engineer shall be final and legally binding.

19. **No claim for damages for delays caused by officers of the department in the execution of the work will be considered, whatever may be the reasons for such delays. Contractors should bear this in mind when tendering for the work. Extension of time due to delays caused by the departmental officers will, however, be considered on the merits of each case.**

20. The contract should not be sublet.

21. All materials, tools and plant and machinery that will be supplied by the Executive Engineer in the interest of the work shall be accepted by the tenderer at the rates fixed by the Executive Engineer. The tenderer will pay the hire on tools and plant and machinery as per rules from the date of taking over of such machinery, tools and plant from the Stores to the date of return thereto, the dates considered being the dates of acknowledgments of the vouchers in each transaction.

22. The contractor should arrange for the payment of royalty and tolls.

Note.—(*a*) The contractor should at his own cost—

(1) Provide rods, stakes, ropes and labour required in setting out the works.
(2) Provide all necessary scaffolding, centering, labour and appliances for hoisting.
(3) Provide mortar mills and sheds, to keep materials under cover and also for workmen.
(4) Arrange for protecting work during inclement weather.
(5) Supply requisite temporary lights, water cisterns, water pumps and hoses, sieves, parahs, shoring, strutting and other requisite protective appliances during the progress of the work.
(6) Supply all water required for work and workmen and shall provide temporary latrines and drains.
(7) Clean away all dirt, rubbish, superfluous materials and debris as they accumulate.
(8) Provide arrangements for pumping and baling of water from excavations and foundations wherever and whenever necessary with his own pumping apparatus including necessary leading drains, slump pits, etc.

(9) Afford facilities to any other parties employed upon the work by the P. W. D., so that their work may proceed during the progress of the contract, and give such persons the use of ordinary scaffolding and ladders.

(10) The contractor is responsible for all accidents to workmen, etc., on the work and he must take precaution against all risk of accidents and if necessary provide for the same by insurance at the proper time.

Note.—(*b*) It is the business of the contractor to make his own arrangements for quarries and supplies of materials.

Abstract estimate for constructing a Town Hall Building at Malur, Kolar District.

No.	Items of work	Unit	Rate	Quantity	Rate to be tendered
			Rs. a. p.		Rs.
1	Earthwork excavation for foundation and filling the basement, including watering and tamping	C.yd.	0 3 6	110	
2	Burnt stone jelly concrete in lime mortar ..	C.ft.	0 3 6	1,018	
3	Burnt size stone in lime mortar foundation ..	,,	0 4 0	1,413	
4	Do do basement including dressing quoins, etc.	,,	0 4 6	886	
5	Burnt size stone in lime mortar superstructure including dressing quoins	,,	0 5 0	4,723	
6	Burnt stone slabs 6" thick one line dressed and fixed in mortar	Sq.ft.	0 5 0	987	
7	Providing and fixing cut stone pillars circular 1'—1½" in dia. and 10 ft. high including base and capital and finished as per design ..	Each	30 0 0	2	
8	Semi-circular Archwork with size stone in lime mortar (Ashlas work)	C.ft.	1 4 0	21	
9	Roofing with R. C. C. terrace including tension and compression rods and plastering at top and bottom allowing necessary slope, etc., complete as per standard specifications in force ..	Sqr.	90 0 0	24.00	
10	Providing parapet 1½' high with size stone in lime mortar including pointing with cement mortar, etc., complete as per plan	R.ft.	0 12 0	332	
11	Providing and fixing T. W. doors with ⅓ panelled and ⅔ glazed shutters including frames, brass parliamentary hinges, bolts and nuts, etc., complete	Sq.ft.	1 12 0	145	
12	Providing and fixing T. W. windows with glazed shutters divided into 4 halves (as per design) including iron bars, parliamentary hinges, bolts and nuts, etc., complete	Sq. ft.	1 14 0	364	
13	Providing and fixing R. S. girders including Railway freight, cart hire, hoisting and painting, with anti-corrosive paint, etc., complete ..	Cwt.	12 0 0	126	
14	Providing patty cornice as per design with lime mortar including masonry backing to terrace, etc., complete	R.ft.	0 6 0	302	
15	Plastering stone walls with lime mortar, 2 coats, (interior only)	Sqr.	3 8 0	35.20	
16	Pointing with cement mortar (exterior) including scraping joints	,,	3 8 0	44.60	
17	Green painting and other approved paint to doors and windows (2 coats)	,,	3 8 0	10.18	
18	White washing, 2 coats	,,	0 4 0	35.20	
19	Flooring with 3" thick bt. stone slabs 2 line dressed and laid on 3" thick concrete bed including cement pointing, etc., complete	Sqr.	35 0 0	14.60	
20	Flooring with 3" thick stone jelly concrete in lime mortar including cement plastering and rendering the top red with red ochre, etc., complete	Sqr.	15 0 0	5.60	
21	Providing Dais of segmental shape with stone masonry wall alround and filling in the hallow with earth including watering and consolidation	Lumpsum			

No.	Items of work	Unit	Rate	Quantity	Rate to be tendered
			Rs. a. p.		Rs.
22	Providing chajja cornice with R. C. C. including plastering, etc., complete	C.ft.	1 0 0	168	
23	Providing and fixing R. C. C. ventilators complete as per design	Sq.ft.	0 12 0	16	
24	Providing and fixing T. W. glazed ventilators with iron bars, etc., complete	,,	1 2 0	30	
25	Providing and fixing C. I. rain water down pipes 3" dia. including all fixtures, and painting, etc., complete	R.ft.	1 0 0	60	
26	Clearing site and levelling ground	Lumpsm			
27	Boxing girders with burnt brick in mortar including wiring and plastering, etc., complete ..	R.ft.	0 12 0	200	

R. TIPPAIYA,
Executive Engineer.

SHIMOGA DIVISION.

Notification dated 16th November 1938.

Notice is hereby given that sealed tenders will be received at the Office of the Executive Engineer, Shimoga Division, up to 10th December 1938, 4 P.M. for extending the Middle School, at Kumsi. An approximate estimate of quantities is given below. These quantities are not guaranteed. The work should be completed by the end of June 1939.

2. The plans, detailed estimate and conditions may be seen at the Executive Engineer's Office at Shimoga, between the hours of 11 A.M. to 5 P.M.

3. Tenders should be submitted on printed forms which may be obtained from the Executive Engineer. The tenders should be accompanied by a statement in the form given below, showing the rates at which the different items specified will be executed.

4. Each tender must be accompanied by a Treasury Challan for Rupees two hundred and eleven only for having credited to 17 (*a*) P. W. Deposits as earnest money, and be superscribed "Tender for extending the Middle School at Kumsi" in default of which, tenders will be rejected.

5. The final acceptance of any tender will rest with the Executive Engineer who does not bind himself to accept the lowest or any tender or to assign any reason whatever for the rejection of any tender.

6. Within eight days of the acceptance of the tender, the successful competitor will be required to execute the usual contract bond; in default of which his tender will be considered cancelled, and his earnest money will be forfeited.

7. The name of the successful competitor, whose tender has been accepted, will be posted on the Notice Board in the Executive Engineer's Office in due course. No enquiry regarding the acceptance or rejection of a tender will receive any reply.

8. On acceptance of one of the tenders, the earnest money on rejected tenders will be returned.

9. Rates once tendered will not be enhanced on any account.

10. Rates for non-tendered and non-estimated items shall be as per the schedule rates of the department or those fixed by the Executive Engineer after working out data with not more than 10 per cent for contractor's profit.

11. In all matters not specifically provided for and in all matters of dispute about rates, quantities, measurements, quality of works, etc., and in all disputes of any kind, the decision of the Executive Engineer will be final and legally binding.

12. Quotations must be given in words as well as in figures and they must be in specific term of unit shown against each item of work. Any quotation quoted at so much percentage less or more than estimated rate will not be accepted.

13. The successful tenderer will have to deposit another sum of Rs. 211 towards the security deposit before the execution of contract agreement.

14. The cement will be supplied departmentally. The rates may be quoted only for labour charges.